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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

MOVE, INC., a Delaware
corporation; MOVE SALES, INC., a
Delaware corporation;
REALSELECT, INC., a Delaware
corporation,

Plaintiff,

v.

COSTAR GROUP, INC., a
Delaware corporation; JAMES
KAMINSKY an individual; and
DOES 1 through 10, inclusive

Defendants.

CASE NO. 2:24-cv-05607-GW-BFM

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION TO MODIFY
SCHEDULING ORDER**

[Declaration of Elizabeth Baldrige;
Proposed Order filed concurrently]

Date: April 24, 2025

Time: 8:30 a.m.

Courtroom: 9D

Judge: Hon. George H. Wu

Second Amended Complaint filed:
November 19, 2024

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT, that on April 24, 2025, at 8:30 a.m., or as soon thereafter as counsel may be heard before the Honorable George H. Wu, in Courtroom 9D of the United States District Court for the Central District of California, located at 350 West 1st Street, Los Angeles, California 90012, Plaintiffs Move, Inc., Move Sales, Inc., and RealSelect, Inc. (collectively, “Move”) will and hereby do move for an order pursuant to Federal Rule of Civil Procedure 16 to modify the Court’s scheduling order issued on October 22, 2024 (ECF No. 111).

Move’s Motion seeks a modest 90-day continuance of all dates and deadlines in the action, including the current May 1, 2025 fact discovery cutoff. The new schedule proposed by Move is as follows:

Fact discovery cutoff: July 30, 2025

Expert discovery cutoff: September 4, 2025

Last day to hear motions: October 6, 2025

Pre-trial conference: November 5, 2025

First day of jury trial: November 17, 2025

This Motion is made following a conference of counsel pursuant to Local Rule 7-3. On March 18, 2025, counsel for Move emailed counsel for Defendants requesting their stipulation to extend the case schedule by 90 days. Declaration of Elizabeth Baldridge ¶ 2. Defendants’ counsel refused, making clear that no further meet-and-confer could avoid this Motion. *Id.*

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1 Move's Motion is based on this Notice, the attached Memorandum of Points
2 and Authorities, the concurrently filed Declaration of Elizabeth Baldrige, the
3 concurrently filed Proposed Order, the pleadings and papers on file in this action,
4 any further evidence or argument of counsel that the Court may receive at or before
5 the hearing.

6 JENNER & BLOCK LLP

7 Dated: March 27, 2025

8
9 By: */s/ Todd C. Toral*

10 Todd C. Toral
11 Brent Caslin
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13 Carolyn Small
14 Elizabeth Baldrige

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Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

There is no doubt that Defendant James Kaminsky accessed Move’s confidential information while CoStar was recruiting him, and later while Mr. Kaminsky was employed by the company. From that baseline, Move has been diligently trying to close in on what Mr. Kaminsky did with the stolen information. CoStar has met that diligent inquiry with two inconsistent themes. On one hand, CoStar repeatedly contends there is “nothing to see” in terms of CoStar’s use of Move’s information. But on the other, CoStar has argued, delayed, and evaded Move’s every effort to test that contention. Document requests that should have been easily responded to required endless demand letters, ceaseless meet-and-confers, and multiple Magistrate Judge conferences. Discovery that should have taken just a few weeks has dragged on for nearly six months. What is more, depositions have not even begun because CoStar refused to produce all of its documents and only agreed to do so after Move initiated calls with the Magistrate Judge. And just in the past two weeks, CoStar dumped several thousand documents on Move that it should have produced last year. Most significantly, CoStar produced 20,000 pages of documents the same day that Move filed this Motion. By holding back its largest production until *five weeks* before the close of discovery, CoStar has blocked Move from effectively preparing for depositions—and even from knowing which witnesses to depose with adequate time to notice those depositions.

For its own part, Move needs additional time to complete its production of documents, particularly where the parties have only recently agreed to a compromise position in meet-and-confer negotiations and where the parties are still meeting and conferring.

After frustrating Move’s every effort to determine what Mr. Kaminsky did with Move’s information, CoStar just blitzed Move with its own discovery demands

1 in the last few weeks of fact discovery, further underscoring the need for more time
2 for Move to field CoStar's discovery. CoStar is demanding Move produce more
3 information in a month than CoStar has produced in six.

4 This Motion seeks a 90-day extension of the schedule so that fact discovery
5 can be completed in an orderly manner, and Move can finish its investigation into
6 the extent of Defendants' misappropriation.¹ There is abundant good cause for this
7 request. It is the first and will be the only time an extension is necessary. If the
8 request is granted, Move will use the additional time to obtain necessary discovery,
9 including most importantly the taking of depositions after CoStar finally finishes its
10 document production and Move has a fair chance to review the documents, and
11 preparing expert witness reports. The additional time is also needed to manage the
12 mountain of discovery demands CoStar served at the last moment. Whereas a 90-
13 day extension of deadlines in this case will not prejudice Defendants, Move faces
14 serious prejudice under the current schedule and warrants relief.

15 **II. LEGAL STANDARD**

16 Rule 16(b) of the Federal Rules of Civil Procedure permits modification of a
17 scheduling order "upon a showing of good cause and by leave of the district judge,
18 or when authorized by local rule, by a magistrate judge." Fed. R. Civ. P. 16(b).
19 "[D]istrict judges have broad discretion to manage discovery and to control the
20 course of litigation under Federal Rule of Civil Procedure 16." *Alcantara v. United*
21 *Furniture Indus., Inc.*, 2023 WL 6190817, at *1 (C.D. Cal. July 25, 2023) (quoting
22 *Avila v. Willits Env't Remediation Tr.*, 633 F.3d 828, 833 (9th Cir. 2011)). "Rule
23 16(b)'s good cause standard generally means diligence or exceptional
24 circumstances." *Sharp v. Balboa Islands, LLC*, 2012 WL 13176036, at *3 (S.D. Cal.
25 June 20, 2012) (citing *Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604, 609
26

27 ¹ Move does not seek an extension of the mediation deadline. Mediation is scheduled
28 with Hon. Margaret Nagle (Ret.) on April 21, 2025 (before the deadline).

1 (9th Cir. 1992). With respect to diligence, “[t]he pretrial schedule may be modified
2 ‘if it cannot reasonably be met despite the diligence of the party seeking the
3 extension.’” *Zivkovic v. S. Cal. Edison Co.*, 302 F.3d 1080, 1087 (9th Cir. 2002)
4 (quoting *Johnson*, 975 F.2d at 609). There is no doubt in this case Move has been
5 diligent and that the existing schedule cannot be met.

6 **III. BACKGROUND**

7 Move has expressed concerns about the timing of discovery since the
8 beginning of the case, and CoStar has consistently exploited those concerns. At the
9 Preliminary Injunction hearing, counsel for Move predicted that “forensic work
10 [could] take[] months . . . it usually involves a forensic protocol. It is not the kind of
11 work that we thought could be completed in [a] short amount of time.” Sept. 23,
12 2024 Hrg. Tr. at 5:10-15. That prediction has borne out through the discovery
13 period. Regular discovery opened at the Preliminary Injunction hearing at Move’s
14 request to the Court. *See* Sept. 23, 2024, Hrg. Tr. at 18:20-19:2 (permitting Move,
15 upon its counsel’s request, to serve discovery before the Rule 26(f) conference in the
16 interest of time). Move acted quickly, serving its first sets of RFPs on Defendants
17 just three days after the hearing. Declaration of Elizabeth Baldrige (“Baldrige
18 Decl.”), Exs. A, B. Among other things, those first RFPs sought forensic images of
19 the computers Mr. Kaminsky used, which Defendants’ forensic expert had already
20 created and analyzed. *See id.*

21 ***CoStar Delays the Production of Forensic Images for Months.***

22 On the same day Move served its first sets of RFPs, it sent a letter to
23 Defendants’ counsel requesting that the parties “promptly schedule a meet and
24 confer call to discuss the necessary process and protocol” for the transfer of forensic
25 images. Baldrige Decl. at Ex. C. CoStar immediately implemented its obfuscation
26 strategy. It waited a week to respond and ignored Move’s request, instead demanding
27 that Move provide CoStar with “MD5 hash values” for Move’s trade secret
28

1 documents at issue. *Id.* at Ex. D. Despite Move’s repeated disclosure that MD5 hash
2 values had little to no utility in the *Google Drive* context, where the trade secret
3 documents at issue were stored and accessed, CoStar held the forensic images
4 hostage. *See id.* at Ex. E. When CoStar and Mr. Kaminsky eventually served their
5 discovery responses in October, they refused outright to produce the forensic images
6 their own experts had already examined and discussed in filings submitted to this
7 Court. *Id.* at Exs. A, B. Move was forced to repeatedly demand the forensic images
8 and engage in multiple meet-and-confer discussions with defense counsel, and even
9 take the issue to Magistrate Judge Mircheff. *Id.* at ¶¶ 7, 8. It was not until **January**
10 **2025** that Defendants finally produced to Move’s expert the forensic images of the
11 computers their experts had discussed in declarations filed with the Court in
12 September 2024.

13 The forensic protocols stipulated that Move’s expert would first access the
14 forensic images and analyze them at a high level. *See* ECF Nos. 124, 126. Move
15 would then be permitted to request access to specific files on the devices for its
16 counsel’s review. *Id.* This was a topic discussed at the parties’ informal discovery
17 conference with Magistrate Judge Mircheff. Baldrige Decl. ¶ 8. Move was
18 concerned that requiring it to request individual files from the CoStar devices Mr.
19 Kaminsky used, with CoStar entitled to a 28-day review period before it turned them
20 over, would cause further delays. *Id.* To counter Move’s expressed concern, CoStar
21 represented to Magistrate Judge Mircheff that, if Move requested a volume less than
22 every file on the devices, CoStar would complete its work in less than 28 days. *Id.*
23 But once Move made its request for only 14 files, CoStar used every single minute
24 of the 28-day-long waiting period. *Id.* CoStar’s delay of the forensic work frustrated
25 the process, but that intentional delay paled in comparison to CoStar’s document
26 production delays.

1 ***CoStar Impedes Move's Document Requests.***

2 Concurrent with its pursuit of the forensic images, Move pressed Defendants
3 to produce Mr. Kaminsky's emails from the relevant period.² In one instance, Move
4 requested Mr. Kaminsky's emails covering a period of only a few months—
5 something no Defendant claimed was burdensome. Nonetheless, CoStar held up its
6 entire document production on the claim that Move's requests might implicate
7 irrelevant and/or personal material such as Mr. Kaminsky's emails with CoStar's
8 human resources department.³ Baldrige Decl. ¶ 9. Only once Move confirmed that
9 CoStar need not include HR-related emails did CoStar finally produce Mr.
10 Kaminsky's communications. That process took another three months of managing
11 through the obfuscation tactics. *Id.* Mr. Kaminsky separately produced emails from
12 his personal account nearly four months after Move requested them. *Id.*

13 Move pursued other discovery that CoStar refused entirely, or delayed
14 production of the limited material where it did agree. For instance, Move long ago
15 requested documents relating to Mr. Kaminsky's hiring at CoStar, including his
16 resume submission, interviewing, job offer, and job acceptance. Baldrige Decl.
17 Exs. A, B. CoStar agreed only to produce a limited set of responsive materials and
18 even refused to search for internal email communications about Mr. Kaminsky's
19 hiring. *Id.* Ex. A. But, despite CoStar serving its response in October 2024, it did not
20 produce even the limited documents it agreed to produce until *March 2025*. *Id.* at ¶
21 10. And Move had to take the issue to Magistrate Judge Mircheff before CoStar
22
23

24 ² These requests were also part of Move's first set of RFPs served on September 26,
25 2024.

26 ³ In this instance and many others through the course of discovery, CoStar's concerns
27 ignored the fact that the parties agreed to a robust confidentiality protective order
28 early in the case (ECF No. 40), which contains "Outside Counsel Eyes Only"
designations.

1 finally committed to searching for and producing obviously relevant and responsive
2 documents like internal CoStar emails discussing the hiring of Mr. Kaminsky. *Id.*

3 The amount of meet-and-confers required to force the defense to produce
4 documents has been overwhelming. The parties to date have exchanged more than
5 45 letters and emails and counting on the issues discussed in this motion. Baldrige
6 Decl. ¶ 14. Across many of Move’s RFPs, CoStar’s position was that it was “willing
7 to meet and confer with Move to clarify and narrow” Move’s requests, rather than
8 producing anything in the first instance. Baldrige Decl. Ex. A. When Move
9 proposed search terms and custodians to CoStar, CoStar frivolously took the position
10 that Move would have to re-write its RFPs before CoStar would even search for
11 responsive documents. This tactic, if accepted, would have rendered the meet-and-
12 confer process of compromises meaningless, in addition to adding even more delay.
13 Baldrige Decl. ¶ 11. Similarly, when CoStar decided Move’s list of custodians was
14 too broad, CoStar simply refused to search even the custodians who it agreed were
15 relevant (*e.g.*, Mr. Kaminsky’s direct supervisors) until Move dropped its broader
16 request. *Id.* ¶ 12. Once again, only after Move took the issue to Judge Mircheff did
17 CoStar agree to run searches and produce documents. *Id.* ¶¶ 11-12.

18 Then, within the last two weeks, CoStar did an eleventh-hour dump of
19 thousands of documents knowing that depositions must take place in April (at the
20 latest). *Id.* ¶ 15. Most egregiously, CoStar just today (the date Move is filing this
21 Motion) served 20,000 pages of documents, meaning CoStar saved its largest
22 production of documents for the last five weeks of discovery. *Id.* CoStar has also
23 provided no assurance that its document production is complete. *Id.* ¶ 13. For
24 depositions to be effective—and in some cases, for Move to even know who it should
25 depose—Move needs CoStar to complete its production of documents and needs
26 time to review the documents and determine the most efficient deposition plan.

1 ***False Factual Assertions Evidence the Need for Investigative Discovery.***

2 Move’s dogged pursuit of documents and information from Defendants is
3 appropriate in light of the fact that Mr. Kaminsky, while being recruited by CoStar
4 and then working for CoStar, accessed dozens of highly confidential Move
5 documents related to one of the most successful aspects of Move’s business. But the
6 need for actual documents has been heightened by the realization that many of the
7 stories Defendants have told to excuse Mr. Kaminsky’s conduct are false. For
8 example, Mr. Kaminsky claimed in a sworn declaration submitted to this Court at
9 the outset of the case that he only looked at Move’s trade secret documents while
10 working for CoStar to “satisfy some basic curiosity.” Kaminsky Decl. in support of
11 Defendants’ Opp’n to Preliminary Injunction Motion, ECF No. 73-1, at ¶ 51. He
12 also stated he viewed them in the context of preparing his tax returns and looking
13 for a new job. Kaminsky Decl. in support of Defendants’ Motion for Expedited
14 Discovery, ECF No. 34-1, at ¶¶ 16, 39. Although his stories never really made sense,
15 Defendants have consistently argued that Mr. Kaminsky accessing dozens of Move’s
16 confidential documents was a purely personal mistake that had nothing to do with
17 CoStar. *See* CoStar Opp. to Preliminary Injunction Motion, ECF No. 75, at 11:16
18 (“As Kaminsky has been saying since he was first informed of Move’s claims
19 against him, he merely accessed the documents at issue . . . to aid in his job search . . .
20 to enable him to contact certain former Move colleagues . . . [and] in connection
21 with a personal tax issue”). As it turns out, the argument was false. In fact, discovery
22 has revealed that Mr. Kaminsky sent Move’s documents and information directly to
23 his CoStar email account in several instances. Kaminsky Decl. ISO Opposition to PI
24 Motion, ECF No. 73-1 at ¶ 51; Baldrige Decl. ¶ 16. Move has also discovered that
25 Mr. Kaminsky met with individuals at CoStar whose work could have benefitted
26 from the information in Move’s trade secret documents, a lead that Move must be
27 given time to investigate further. *Id.* ¶ 17. CoStar has produced documents about
28

1 Mr. Kaminsky's role, marked "Confidential" under the protective order, that also
2 contradict CoStar's repeated assertions that Mr. Kaminsky was a "relatively junior
3 employee." *See id.*; Baldrige Decl. in support of Move's Preliminary Injunction
4 Motion, ECF No. 60-5, Ex. F at 3. In addition, Move has obtained information in
5 discovery that refutes Mr. Kaminsky's defense that he took Move's documents
6 because they might be "helpful for a job search," and instead suggests his aim from
7 the beginning may have been to assist CoStar (or perhaps to assist himself in his new
8 role at CoStar, if we believe CoStar's story that only Mr. Kaminsky viewed the
9 stolen documents). *See* Kaminsky Decl. in support of Defendants' Motion for
10 Expedited Discovery, ECF No. 34-1 at ¶ 16; Baldrige Decl. ¶ 18. In addition, early
11 in the case, Mr. Kaminsky had to contradict his own sworn declaration that he never
12 downloaded or printed any of Move's confidential documents. As it turns out,
13 Defendants' own forensics experts determined that Mr. Kaminsky printed out a page
14 from one of Move's trade secret documents containing the specific valuation figures
15 for Move's News & Insights platform. *Compare* Kaminsky Decl. in support of
16 Defendants' Motion for Expedited Discovery, ECF No. 34-1 at ¶ 46, *with* Kaminsky
17 Decl. in support of Defendants' Opposition to Preliminary Injunction Motion, ECF
18 No. 73-1 at ¶ 28(b). This is precisely the kind of trade secret information that Mr.
19 Kaminsky could have handed off to or discussed orally with others at CoStar, which
20 could explain why CoStar began copying Move's News & Insights strategy a few
21 months later.

22 CoStar will no doubt respond with manufactured outrage about Move's case
23 having no merit, which is a consistent theme it raises in just about every context. But
24 Move's factual findings thus far contradict its position. CoStar's arguments ignore
25 the fact that Mr. Kaminsky improperly acquired Move's confidential information
26 while he was being recruited by CoStar and later while working for CoStar. They
27 ignore the fact that discovery has invalidated the personal use, curiosity, and tax
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1 excuses offered by Mr. Kaminsky. The state of discovery to date clearly evidences
2 the need for more investigation so Move can determine the extent of the
3 misappropriation.

4 ***Other Relevant Facts of the Case Continue to Develop.***

5 The underlying facts continue to play out in real time. It is vital that Move be
6 permitted to develop a complete record on these issues. First, in January 2025,
7 CoStar launched a front-page “News” platform to Homes.com and started
8 distributing articles by email. This digital product closely resembles Move’s “News
9 & Insights” division. This is a significant pivot for CoStar. Move’s News & Insights
10 product has existed for many years. CoStar has, until now, not chosen to implement
11 a similar platform. That changed after Mr. Kaminsky misappropriated Move’s
12 documents explaining and quantifying the value and strategic importance of Move’s
13 News & Insights platform. Move served document requests within days of CoStar
14 launching its “News” platform, probing the decision-making behind the launch.
15 Baldrige Decl. Ex. F. Predictably, CoStar refused to produce any responsive
16 documents whatsoever. *Id.* After several meet-and-confers, CoStar finally agreed to
17 produce some documents, but Move will need more time to review them once they
18 are produced and to further investigate and develop the facts. Baldrige Decl. ¶ 20.

19 Second, CoStar’s counsel just informed Move that a large number of
20 witnesses—including Mr. Kaminsky—were recently laid off by CoStar.⁴ *Id.* ¶ 21.
21 As a result, Move must now use the subpoena process to depose almost all
22 Defendant-affiliated witnesses. CoStar’s recent layoffs introduce another area for
23 discovery. CoStar’s mass firings could indicate CoStar is moving away from the
24 field it claimed Mr. Kaminsky was focused on—descriptions of New York
25

26 ⁴ Move does not claim that this layoff is related to the substantive facts of this case.
27 Move does not know the reasons for the layoff. Nonetheless, it adds a layer of
28 complication to find and depose individuals who are no longer affiliated with
CoStar, making a difficult task even more difficult.

1 neighborhoods and condominiums—and is instead aligning more closely with
2 Move’s News & Insights. Move should be given time to explore that theory.

3 ***CoStar Floods the Zone with Last Minute Discovery.***

4 With weeks remaining for fact discovery, CoStar added a new dimension to its
5 strategy: flood the zone. While the parties continued to exchange meet-and-confer
6 communications on a daily or near-daily basis about outstanding discovery issues,
7 CoStar began serving rounds after round of written discovery obviously designed to
8 pull the parties away from Move’s offensive discovery efforts and increase litigation
9 costs and burdens for Move.

10 In March 2025, with just a month left in the schedule for fact discovery, while
11 finally producing several thousand documents after months of stalling RFP
12 responses that were due last year, CoStar served 32 new document requests, 149
13 Requests for Admission, an additional set of Interrogatories, and three third-party
14 document subpoenas directed at Move contractors. Baldridge Decl. ¶ 22.

15 The timing of CoStar’s orchestrated onslaught underscores its real purpose—
16 not to obtain relevant information, but to hamper Move’s efforts to round out the
17 discovery process, review the large number of documents it produced at the last
18 moment, take depositions, and pursue remaining discovery from CoStar. While the
19 process remaining for discovery was a steep hill a few weeks ago, CoStar has now
20 assured that meaningfully completing fact discovery is impossible. At the same time
21 Move is fielding CoStar’s latest discovery, it also needs additional time to complete
22 production of documents for the discovery the parties have agreed upon. Move had
23 to push back on many of CoStar’s requests as overbroad and/or seeking irrelevant
24 information, with the parties only recently reaching agreement as to what documents
25 Move would produce. Baldridge Decl. ¶ 23. Move needs more time to complete that
26 search and production.

1 ***The Remaining Time for Discovery is Insufficient***

2 With less than 40 days left for fact discovery, Move has been forced to notice
3 depositions and serve subpoenas without the benefit of having reasonable time to
4 review and analyze a complete set of documents. *Id.* ¶ 24. There is insufficient time
5 to review all the documents produced by CoStar before depositions. *Id.* Even worse,
6 if Move learns new information in depositions, it will have no opportunity to seek
7 follow-up discovery.

8 For a party that has consistently taken the position that there is no evidence of
9 its use of Move’s trade secrets, CoStar has, from the beginning, chosen a
10 contradictory path of delay and obstruction. CoStar’s stance that there is no valid
11 case here also does not square with its decision to lob repetitive rounds of discovery
12 against Move at the last minute. CoStar’s apparent strategy of trying to withhold
13 thousands of documents until the last minute, and then inundate Move with waves
14 of discovery, is highly prejudicial. It is interfering with Move’s ability to conduct
15 discovery in an orderly, efficient manner, and forcing Move to incur unnecessary
16 legal fees. A modest extension of time for the fact-discovery cutoff is necessary to
17 relieve this prejudice and give Move a reasonable amount of time to focus its
18 resources on uncovering what Mr. Kaminsky did with the trade secrets he stole from
19 Move. An extension will ensure that the expert discovery and motion for summary
20 judgment phases will be backed by a quality factual record.

21 **IV. MOVE HAS ESTABLISHED GOOD CAUSE TO EXTEND THE**
22 **DISCOVERY CUTOFF**

23 Federal Rule of Civil Procedure 16(b)(4) provides that a scheduling order may
24 be modified “for good cause.” The “good cause” standard primarily considers the
25 diligence of the party seeking the amendment. *Johnson*, 975 F.2d at 609. In
26 determining whether good cause exists, courts may consider the importance of the
27 modification and potential prejudice to the opposing party. *Id.* In addition, “[t]he
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1 pretrial schedule may be modified ‘if it cannot reasonably be met despite the
2 diligence of the party seeking the extension.’” *Zivkovic*, 302 F.3d at 1087 (quoting
3 *Johnson*, 975 F.2d at 609).

4 Move has diligently pursued discovery from Defendants and sought relief from
5 the Court to secure key evidence. Move needs additional time through no fault of its
6 own. Move has therefore met the standard for modification of a scheduling order
7 where it cannot “reasonably be met.” *See Zivkovic*, 302 F.3d at 1087.

8 As set forth in greater detail in Section II, *supra*, the need for additional time
9 for discovery is due to circumstances beyond Move’s control:

- 10 • CoStar deliberately slowed the process of Move analyzing the forensics
11 in this case, from Move’s initial request in September 2024 to Move
12 finally receiving the forensic images in January 2025.
- 13 • CoStar produced thousands of documents in the last weeks of discovery,
14 many of which Move requested six months ago, and sent dozens of
15 letters and emails seeking, as well as multiple trips to the Magistrate
16 Judge.
- 17 • Under the current schedule, and because of CoStar’s delays, Move will
18 not have a meaningful opportunity review and analyze all of the
19 recently-produced documents (and those not yet produced) before
20 commencing depositions.
- 21 • Discovery thus far has revealed that many of Defendants’ early
22 assertions about and excuses for Mr. Kaminsky’s conduct were false,
23 requiring further investigative work through discovery.
- 24 • New factual developments deserve thorough investigation, including
25 CoStar’s launch of its Homes.com/News page, and its mass layoffs of
26 personnel in certain content divisions, will require additional work that
27 was not and could not have been reasonably anticipated.

- 1 • Most recently, in the last month, CoStar flooded the zone by serving a
2 mountain of discovery on Move, all while Move is working diligently
3 to complete its production of documents as to CoStar’s earlier requests.
4 This new discovery will eat up Move’s valuable time and resources and
5 make it even harder for Move to complete its review of CoStar
6 documents and depose CoStar witnesses in a very short time that
7 remains.
- 8 • CoStar has given no assurance that it has produced all responsive
9 documents it agreed to search for and produce, and indeed Move has not
10 received to date categories of documents it is waiting on.

11 Courts frequently recognize the need for an extension of time in similar (or
12 even less egregious) circumstances. In *Lyon v. U.S. Immigration & Customs*
13 *Enforcement*, 308 F.R.D. 203, 216 (N.D. Cal. 2015), for example, the court
14 recognized that there is “often find good cause when the motion to amend the
15 scheduling order is based upon new and pertinent information.” In *Lyon*, which
16 related to immigrations facilities, the plaintiffs learned that the defendants would
17 open a new facility, warranting additional time for investigation. *Id.* Here, too,
18 CoStar’s launch of a new digital product and other recent developments in the case
19 demand additional time for discovery.

20 Similarly, in *Ellson v. Union Pacific Railroad*, the court granted a motion to
21 extend discovery because the plaintiff needed more time to depose witnesses. 2024
22 WL 4800055, at *6 (C.D. Cal. June 28, 2024). Even without finding that the need
23 for more time was entirely the fault of the opposing party, the court recognized that
24 “the depositions are important to resolving the case on the merits and are likely to
25 lead to relevant evidence.” *Id.* In this case, Move has been eminently diligent in
26 discovery and warrants additional time to prepare for and take depositions, as well
27 as to address CoStar’s onslaught of new discovery demands.

1 In addition, in *SEIU Healthcare 1199 NW v. Providence Health & Services*,
2 2020 WL 8513833, at *2 (W.D. Wash. Dec. 22, 2020), the court granted a motion
3 to extend the discovery deadlines where the defendant produced “hundreds of
4 supplemental documents” at the end of discovery. Here, CoStar has produced
5 *thousands* of documents in the last few weeks, a tactic clearly designed to hamstring
6 Move’s deposition preparation work.

7 A modest extension of 90 days will not prejudice Defendants. They insist there
8 is no evidence that CoStar used Move’s trade secret information but, candidly, there
9 is no doubt Mr. Kaminsky used the information he took from Move. None of his
10 excuses make sense. Moreover, if it were true that none of the stolen documents got
11 past Mr. Kaminsky, Defendants should not resist Move’s reasonable request for
12 more time. Extending the schedule will allow Move to confirm CoStar’s claims for
13 itself, which thus far CoStar has relentlessly opposed. All parties and the Court will
14 benefit from a higher-quality and more complete record at trial. And if Defendants’
15 insistence has any merit, allowing Move to obtain full assurance that it caught Mr.
16 Kaminsky before he could share and use Move’s information would undoubtedly
17 increase the likelihood of resolution before trial.

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1 **V. CONCLUSION**

2 For these reasons, Move seeks relief from the Court in the form of a 90-day
3 extension of the scheduling order. CoStar’s delay tactics and the still-evolving nature
4 of the factual record support the request—and necessitate an order granting it. The
5 request is not due to any lack of diligence on Move’s part. It is the opposite. Move
6 has established ample good cause for a modest extension of time. The Court has the
7 authority and discretion to grant the Motion. Respectfully, it should do so.

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10 Dated: March 27, 2025

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